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20 CITY OF LONG BEACH

21 **UNITED STATES DISTRICT COURT**  
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 CAREY COCO, an individual,  
24 Plaintiff,

25 vs.

26 CITY OF LONG BEACH; and  
27 DOES 1 through 10, inclusive.

28 Defendants.

CASE NO.: 2:22-cv-08591-RGK-  
(JEMx)

**STIPULATED PROTECTIVE  
ORDER**

1     A. PURPOSES AND LIMITATIONS

2     Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles.

11    B. GOOD CAUSE STATEMENT

12    This case involves the wrongful detention and arrest of Plaintiff Carey  
13 Coco. Discovery in this action is likely to involve the production of sensitive,  
14 confidential documents pertaining to and contained in the private employment  
15 personnel file of City of Long Beach Department officers and of the City of Los  
16 Angeles Department officers, which include Plaintiff Carey Coco, (collectively  
17 “the parties”) production and disclosure of these confidential personnel file  
18 documents without this protective order will subject the parties to unwarranted  
19 and unnecessary embarrassment, harassment, and/or violation of the parties’ rights  
20 of privacy.

21    Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation,  
26 and serve the ends of justice, a protective order for such information is justified in  
27 this matter. It is the intent of the parties that information will not be designated  
28 as confidential for tactical reasons and that nothing be so designated without a

1 good faith belief that it has been maintained in a confidential, non-public manner,  
2 and there is good cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

4 The parties further acknowledge, as set forth in Section 12.3, below, that  
5 this Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
7 be followed and the standards that will be applied when a party seeks permission  
8 from the court to file material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive  
11 motions, good cause must be shown to support a filing under seal. See *Kamakana*  
12 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*  
13 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*  
14 *Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
15 protective orders require good cause showing), and a specific showing of good  
16 cause or compelling reasons with proper evidentiary support and legal  
17 justification, must be made with respect to Protected Material that a party seeks to  
18 file under seal. The parties' mere designation of Disclosure or Discovery Material  
19 as CONFIDENTIAL does not—without the submission of competent evidence by  
20 declaration, establishing that the material sought to be filed under seal qualifies as  
21 confidential, privileged, or otherwise protectable—constitute good cause.

22 Further, if a party request sealing related to a dispositive motion or trial,  
23 then compelling reasons, not only good cause, for the sealing must be shown, and  
24 the relief sought shall be narrowly tailored to serve the specific interest to be  
25 protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
26 2010). For each item or type of information, document, or thing sought to be filed  
27 or introduced under seal in connection with a dispositive motion or trial, the party  
28 seeking protection must articulate compelling reasons, supported by specific facts

1 and legal justification, for the requested sealing order. Again, competent evidence  
2 supporting the application to file documents under seal must be provided by  
3 declaration.

4 Any document that is not confidential, privileged, or otherwise protectable  
5 in its entirety will not be filed under seal if the confidential portions can be  
6 redacted. If documents can be redacted, then a redacted version for public  
7 viewing, omitting only the confidential, privileged, or otherwise protectable  
8 portions of the document, shall be filed. Any application that seeks to file  
9 documents under seal in their entirety should include an explanation of why  
10 redaction is not feasible.

11 2. DEFINITIONS

12 2.1 Action: This pending federal lawsuit.

13 2.2 Challenging Party: A Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
20 their support staff).

21 2.5 Designating Party: A Party or Non-Party that designates information  
22 or items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: All items or information,  
25 regardless of the medium or manner in which it is generated, stored, or maintained  
26 (including, among other things, testimony, transcripts, and tangible things), that  
27 are produced or generated in disclosures or responses to discovery in this matter.

1       2.7 Expert: A person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4       2.8 House Counsel: Attorneys who are employees of a party to this  
5 Action. House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7       2.9 Non-Party: Any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9       2.10 Outside Counsel of Record: Attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action  
11 and have appeared in this Action on behalf of that party or are affiliated with a law  
12 firm which has appeared on behalf of that party, and includes support staff.

13       2.11 Party: Any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and  
15 their support staffs).

16       2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18       2.13 Professional Vendors: Persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
20 or demonstrations, and organizing, storing, or retrieving data in any form or  
21 medium) and their employees and subcontractors.

22       2.14 Protected Material: Any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26       3. SCOPE

27       The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 FINAL DISPOSITION of the action is defined as the conclusion of any  
8 appellate proceedings, or, if no appeal is taken, when the time for filing of an  
9 appeal has run. Except as set forth below, the terms of this protective order apply  
10 through FINAL DISPOSITION of the action. The parties may stipulate that they  
11 will be contractually bound by the terms of this agreement beyond FINAL  
12 DISPOSITION, but will have to file a separate action for enforcement of the  
13 agreement once all proceedings in this case are complete.

14 ONCE A CASE PROCEEDS TO TRIAL, INFORMATION THAT WAS  
15 DESIGNATED AS CONFIDENTIAL OR MAINTAINED PURSUANT TO  
16 THIS PROTECTIVE ORDER USED OR INTRODUCED AS AN EXHIBIT AT  
17 TRIAL BECOMES PUBLIC AND WILL BE PRESUMPTIVELY AVAILABLE  
18 TO ALL MEMBERS OF THE PUBLIC, INCLUDING THE PRESS, UNLESS  
19 COMPELLING REASONS SUPPORTED BY SPECIFIC FACTUAL  
20 FINDINGS TO PROCEED OTHERWISE ARE MADE TO THE TRIAL JUDGE  
21 IN ADVANCE OF THE TRIAL. SEE KAMAKANA, 447 F.3D AT 1180-81  
22 (DISTINGUISHING “GOOD CAUSE” SHOWING FOR SEALING  
23 DOCUMENTS PRODUCED IN DISCOVERY FROM “COMPELLING  
24 REASONS” STANDARD WHEN MERITS-RELATED DOCUMENTS ARE  
25 PART OF COURT RECORD). ACCORDINGLY, FOR SUCH MATERIALS,  
26 THE TERMS OF THIS PROTECTIVE ORDER DO NOT EXTEND BEYOND  
27 THE COMMENCEMENT OF THE TRIAL.

28 5. DESIGNATING PROTECTED MATERIAL

1       5.1 Exercise of Restraint and Care in Designating Material for  
 2 Protection. Each Party or Non-Party that designates information or items for  
 3 protection under this Order must take care to limit any such designation to specific  
 4 material that qualifies under the appropriate standards. The Designating Party  
 5 must designate for protection only those parts of material, documents, items, or  
 6 oral or written communications that qualify so that other portions of the material,  
 7 documents, items, or communications for which protection is not warranted are  
 8 not swept unjustifiably within the ambit of this Order.

9       Mass, indiscriminate, or routinized designations are prohibited.  
 10 Designations that are shown to be clearly unjustified or that have been made for  
 11 an improper purpose (e.g., to unnecessarily encumber the case development  
 12 process or to impose unnecessary expenses and burdens on other parties) may  
 13 expose the Designating Party to sanctions.

14       If it comes to a Designating Party's attention that information or items that  
 15 it designated for protection do not qualify for protection, that Designating Party  
 16 must promptly notify all other Parties that it is withdrawing the inapplicable  
 17 designation.

18       5.2 Manner and Timing of Designations. Except as otherwise provided in  
 19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 20 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
 21 protection under this Order must be clearly so designated before the material is  
 22 disclosed or produced.

23       Designation in conformity with this Order requires:

24       (a) for information in documentary form (e.g., paper or electronic  
 25 documents, but excluding transcripts of depositions or other pretrial or trial  
 26 proceedings), that the Producing Party affix at a minimum, the legend  
 27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
 28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for  
4 inspection need not designate them for protection until after the inspecting Party  
5 has indicated which documents it would like copied and produced. During the  
6 inspection and before the designation, all of the material made available for  
7 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
8 identified the documents that it wants copied and produced, the Producing Party  
9 must determine which documents, or portions thereof, qualify for protection under  
10 this Order. Then, before producing the specified documents, the Producing Party  
11 must affix the “CONFIDENTIAL legend” to each page that contains Protected  
12 Material. If only a portion or portions of the material on a page qualifies for  
13 protection, the Producing Party also must clearly identify the protected portion(s)  
14 (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and  
19 for any other tangible items, that the Producing Party affix in a prominent place on  
20 the exterior of the container or containers in which the information is stored the  
21 legend “CONFIDENTIAL.” If only a portion or portions of the information  
22 warrants protection, the Producing Party, to the extent practicable, shall identify  
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such  
27 material. Upon timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9       6.3 The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18       7.1 Basic Principles. A Receiving Party may use Protected Material that  
19 is disclosed or produced by another Party or by a Non-Party in connection with  
20 this Action only for prosecuting, defending, or attempting to settle this Action.  
21 Such Protected Material may be disclosed only to the categories of persons and  
22 under the conditions described in this Order. When the Action has been  
23 terminated, a Receiving Party must comply with the provisions of section 13  
24 below (FINAL DISPOSITION).

25       Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.

1       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5       (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8       (b) the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10       (c) experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13       (d) the court and its personnel;

14       (e) court reporters and their staff;

15       (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18       (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20       (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign  
24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
25 otherwise agreed by the Designating Party or ordered by the court. Pages of  
26 transcribed deposition testimony or exhibits to depositions that reveal Protected  
27 Material may be separately bound by the court reporter and may not be disclosed  
28 to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

(d) If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject  
20 to the confidentiality agreement with the Non-Party before a determination by the  
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
22 and expense of seeking protection in this court of its Protected Material.

23 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c)

1 inform the person or persons to whom unauthorized disclosures were made of all  
2 the terms of this Order, and (d) request such person or persons to execute the  
3 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
4 A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of  
14 disclosure of a communication or information covered by the attorney-client  
15 privilege or work product protection, the parties may incorporate their agreement  
16 in the stipulated protective order submitted to the court.

17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
19 any person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in  
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
24 any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. If a Party's request to file Protected  
2 Material under seal is denied by the court, then the Receiving Party may file the  
3 information in the public record unless otherwise instructed by the court.

4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, within  
6 60 days of a written request by the Designating Party, each Receiving Party must  
7 return all Protected Material to the Producing Party or destroy such material. As  
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of  
10 the Protected Material. Whether the Protected Material is returned or destroyed,  
11 the Receiving Party must submit a written certification to the Producing Party  
12 (and, if not the same person or entity, to the Designating Party) by the 60 day  
13 deadline that (1) identifies (by category, where appropriate) all the Protected  
14 Material that was returned or destroyed and (2) affirms that the Receiving Party  
15 has not retained any copies, abstracts, compilations, summaries or any other  
16 format reproducing or capturing any of the Protected Material. Notwithstanding  
17 this provision, Counsel is entitled to retain an archival copy of all pleadings,  
18 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work  
20 product, and consultant and expert work product, even if such materials contain  
21 Protected Material. Any such archival copies that contain or constitute Protected  
22 Material remain subject to this Protective Order as set forth in Section 4  
23 (DURATION).

24 14. Any violation of this Order may be punished by any and all appropriate  
25 measures including, without limitation, contempt proceedings and/or monetary  
26 sanctions.

27 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

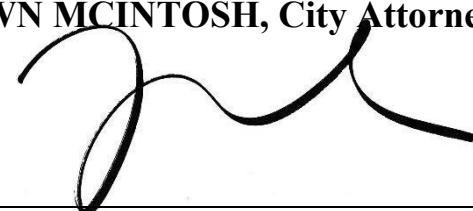
1  
2 DATED: April 24, 2023  
3  
4

IVIE McNEILL WYATT PURCELL &  
DIGGS

5 By: /s/ Rodney S. Diggs  
6 RODNEY S. DIGGS  
7 KAELIN S. DAVIS  
8 Attorneys for Plaintiff, CAREY COCO  
9

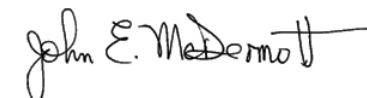
10 DATED: April 28, 2023  
11

DAWN MCINTOSH, City Attorney

12 By:   
13 NICHOLAS J. MASERO  
14 Deputy City Attorney  
15 Attorneys for Defendant,  
CITY OF LONG BEACH  
16  
17

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED: 5/1/2023  
19



20 Hon. John E. McDermott  
21 United States Magistrate Judge  
22  
23  
24  
25  
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27  
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its  
5 entirety and understand the Stipulated Protective Order that was issued by the  
6 United States District Court for the Central District of California on [date] in  
7 the case of CAREY COCO, an individual, Plaintiff, vs. THE CITY OF LONG  
8 BEACH, and DOES 1 through 10, inclusive, Defendants, Case No.: 2:22-cv-  
9 08591-RGK-(JEMx), I agree to comply with and to be bound by all the terms of  
10 this Stipulated Protective Order and I understand and acknowledge that failure to  
11 so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any  
13 information or item that is subject to this Stipulated Protective Order to any  
14 person or entity except in strict compliance with the provisions of this Order. I  
15 further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this  
21 action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 Dated: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_